<u>R e m a r k s</u>

Claims 1-20 are pending in the application.

The drawings are objected to and corrected drawings under 37 CFR 1.121(d) are required.

Claims 18 and 19 are objected to because of various informalities.

Claims 1-20 are rejected under 37 CFR 1.112, ¶2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention.

Claims 1-20 are rejected under 35 U.S.C. 102(b) as being anticipated by Bouret et al. (Pub. No.: US 2002/0101879 A1, hereinafter "Bouret").

Each of the various rejections and objections are overcome by amendments that are made to the specification, drawing, and/or claims, as well as, or in the alternative, by various arguments that are presented.

Any amendments to any claim for reasons other than as expressly recited herein as being for the purpose of distinguishing such claim from known prior art are not being made with an intent to change in any way the literal scope of such claims or the range of equivalents for such claims. They are being made simply to present language that is better in conformance with the form requirements of Title 35 of the United States Code or is simply clearer and easier to understand than the originally presented language. Any amendments to any claim expressly made in order to distinguish such claim from known prior art are being made only with an intent to change the literal scope of such claim in the most minimal way, i.e., to just avoid the prior art in a way that leaves the claim novel and not obvious in view of the cited prior art, and no equivalent of any subject matter remaining in the claim is intended to be surrendered.

Also, since a dependent claim inherently includes the recitations of the claim or chain of claims from which it depends, it is submitted that the scope and content of any dependent claims that have been herein rewritten in independent form is exactly the same as the scope and content of those claims prior to having been rewritten in independent form. That is, although by convention such rewritten claims are labeled herein as having been "amended," it is submitted that only the format, and not the content, of these claims has been changed. This is true whether a dependent claim has been rewritten to expressly

include the limitations of those claims on which it formerly depended or whether an independent claim has been rewriting to include the limitations of claims that previously depended from it. Thus, by such rewriting no equivalent of any subject matter of the original dependent claim is intended to be surrendered. If the Examiner is of a different view, he is respectfully requested to so indicate.

Objection to the Drawing

The drawings are objected to because "PROXY MANAGER DISTRIBUTED SERVICE CONTRACT OVER 3 OPEM API SERVERS" (700, Figure 3A) should read "PROXY MANAGER DISTRIBUTED SERVICE CONTRACT OVER 3 OPEN API SERVERS".

A corrected drawing sheet 3 in compliance with 37 CFR 1.121(d) is enclosed. The corrected drawing sheet 3 is labeled "Replacement Sheet" pursuant to 37 CFR 1.121(d). The change is editorial in nature.

Therefore, the rejection should be withdrawn.

Objection to Claims 18 and 19

Claims 18 and 19 are objected to because both claims 18 and 19 should depend from claim 17. Claims 18 and 19 have been amended to depend from claim 17.

Therefore, the rejection should be withdrawn.

Rejection Under 35 U.S.C. 112, Second Paragraph

Claims 1-20 are rejected under 35 U.S.C. 112, ¶2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. The rejection is traversed.

Applicants respectfully submit that, although the originally-filed claims appear to satisfy the requirements of 35 U.S.C. 112, ¶2, in the interest of furthering the case Applicants have herein amended claims 1, 8, 17, and 20 as suggested by the Examiner. Applicants respectfully submit that claims 1, 8, 17, and 20, as amended, satisfy the requirements of 35 U.S.C. 112, ¶2, and are patentable thereunder.

Therefore, the rejection should be withdrawn.

Rejection Under 35 U.S.C. 102

Claims 1 – 7 and 17 – 19:

Claims 1 – 7 and 17 – 19 are rejected under 35 U.S.C. 102(b) as being anticipated by Bouret. The rejection is traversed.

Bouret fails to teach or suggest at least the limitation of "wherein, based on at least one identified condition, said open API server requests modification of at least one of said service contract implementation parameters," as claimed in Applicants' claim 1. In the Office Action, the Examiner cites specific portions of Bouret for teaching that an open API server requests modified service contract implementation parameters. (Office Action, Pg. 9) The cited portions of Bouret, however, fail to teach or suggest that based on at least one identified condition, an open API server requests modification of at least one service contract implementation parameter, as claimed in Applicants' claim 1.

In the Office Action, the Examiner cites paragraph [0021] of Bouret for teaching that an open API server requests modified service contract implementation parameters. The cited portion of Bouret, however, merely teaches that interfaces can be established based on information communicated between an interface entity and a service provider using a protocol. A mere general statement that interfaces may be established based on information communicated between an interface entity and a service provider, as taught in Bouret, simply does not teach or suggest that an open API server requests modified service contract implementation parameters, much less that an open API server requests modified service contract implementation parameters based on at least one identified condition, as claimed in Applicants' claim 1.

Additionally, in the Office Action, the Examiner cites paragraphs [0032] and [0033] of Bouret for teaching that an open API server requests modified service contract implementation parameters. The cited portion of Bouret, however, merely teaches that nodes may establish interfaces and that the nodes may operate based on the information transported using SIP, and, further, that SIP-type signaling may be used to signal the creation of interfaces toward external service providers. In other words, Bouret merely states that interfaces may be created, and that an external service provider is notified of the creation of an interface using SIP signaling. A notification to an application that an

interface has been created, as taught in Bouret, simply does not teach or suggest a request from an open API server to modify service contract implementation parameters, much less that an open API server requests modified service contract implementation parameters based on at least one identified condition, as claimed in Applicants' claim 1.

Finally, in the Office Action, the Examiner cites paragraph [0061] of Bouret for teaching that an open API server requests modified service contract implementation parameters. The cited portion of Bouret, however, merely teaches that the functions that are described in Bouret as being performed using SIP may be performed using other protocols. A mere broadening statement indicating that a different protocol may be used in place of SIP to provide signaling between nodes, as taught in Bouret, simply does not teach or suggest that an open API server requests modified service contract implementation parameters, much less that an open API server requests modified service contract implementation parameters based on at least one identified condition, as claimed in Applicants' claim 1.

Furthermore, in each of the cited portions of Bouret, as well as other portions of Bouret, Bouret teaches that SIP signaling is used to provide communications between the interface entity (or framework 2) and the external 3rd party provider applications (or 3PSPs 11, 12, 13). By contrast, Applicants' invention is directed toward communication between an open API server and a proxy, where, based on at least one identified condition, an open API server requests modification of at least one service contract implementation parameter, as claimed in Applicants' claim 1. In other words, communication between an interface entity and a 3rd party service provider application, as taught in Bouret, is simply not communication between an open API server and a proxy, as claimed in Applicants' claim 1. As such, for at least the reasons discussed herein, Bouret fails to teach or suggest each and every limitation of Applicants' claim 1, as arranged in the claim.

As such, independent claim 1 is allowable over Bouret under 35 U.S.C. 102. Similarly, independent claim 17 includes the similar limitation of receiving, from one of the open API servers, at least one request to modify at least one of the local service contract terms associated with that one of the open API servers. Thus, for at least the same reasons discussed herein with respect to claim 1, independent claim 17 is also

allowable over Bouret under 35 U.S.C. 102. Furthermore, since all of the dependent claims that depend from independent claims 1 and 17 include all the limitations of the respective independent claims from which they ultimately depend, each such dependent claim is also allowable over Bouret under 35 U.S.C. 102.

Therefore, the rejection should be withdrawn.

Claims 8 – 16 and 20:

Claims 8 – 16 and 20 are rejected under 35 U.S.C. 102(b) as being anticipated by Bouret. The rejection is traversed.

Bouret fails to teach or suggest at least the limitations of "wherein said proxy monitors the status of the system" and "wherein said proxy dynamically selects the one of said first application or second application based on the status of the system," as claimed in Applicants' claim 8. Rather, Bouret merely teaches that a proxy server receives a request for service from a user and, in response to the request for service, looks for an appropriate third party application to which to forward the request. Specifically, Bouret states that "[w]hen a user of an application wants to use a service provided by the external service provider, a SIP message may be first routed to a proxy server 6 of the framework. In this case the framework proxy server 6 processes the SIP message and looks for an appropriate 3rd party service provider. After an appropriate provider is found the proxy server 6 may contact the service provider." (Bouret, Para. 0052).

In other words, Bouret merely includes a general statement that a proxy server selects an application server to which to forward a service request. A mere general statement that a proxy server selects an application server to which to forward a service request, as taught in Bouret, simply does not teach or suggest dynamically selecting a first application or a second application based on the monitored status of the system, as claimed in Applicants' claim 1. Bouret is devoid of any teaching or suggestion of monitoring the status of a system, much less selecting a first application or a second application based on the monitored status of a system, as claimed in Applicants' claim 8. As such, Bouret fails to teach or suggest each and every limitation of Applicants' claim 8.

As such, independent claim 8 is allowable over Bouret under 35 U.S.C. 102. Similarly, independent claim 20 includes the similar limitations of monitoring the status

of the telecommunication network and selectively passing the application programming interface commands received from the open API server to a first application or a second application, where the first application or the second application to which the application programming interface commands are passed is dynamically selected based on the status of the telecommunication network. Thus, for at least the same reasons discussed herein with respect to claim 8, independent claim 20 is also allowable over Bouret under 35 U.S.C. 102. Furthermore, since all of the dependent claims that depend from independent claim 8 include all the limitations of the respective independent claim from which they ultimately depend, each such dependent claim is also allowable over Bouret under 35 U.S.C. 102.

Therefore, the rejection should be withdrawn.

Secondary References

The secondary references made of record are noted. However, it is believed that the secondary references are no more pertinent to Applicants' disclosure than the primary references cited in the Office Action. Therefore, Applicants believe that a detailed discussion of the secondary references is not necessary for a full and complete response to this Office Action.

Conclusion

It is respectfully submitted that the Office Action's rejections have been overcome and that this application is now in condition for allowance. Reconsideration and allowance are, therefore, respectfully solicited.

If, however, the Examiner still believes that there are unresolved issues, the Examiner is invited to call Michael Bentley or Eamon Wall at (732) 530-9404 so that arrangements may be made to discuss and resolve any such issues.

Respectfully submitted,

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